

# FLEET ELECTRIFICATION PROGRAM

## Make-Ready: Incentive Application

### APPLICATION SUMMARY

**Instructions:** Please complete this application to the best of your ability. Complete one application per Make-Ready project address (“project site”). Applications and required documentation can be emailed as an attachment to eFleets@seattle.gov.

<b>Participant Information</b>	<b>Company Name</b>				
	<b>Phone</b>				
	<b>Premise Address</b> <i>(Electric service address for Make-Ready project)</i>	Street	City	State	ZIP Code
	<b>Is this Project on Private Property?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<b>City Light Electric Service Account Number</b> <i>(if service already exists)</i>				
	<b>Have you previously requested new service or a service upgrade for this location?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<b>If yes, please provide the job reference number for this request:</b>				
	<b>County Tax Assessor Parcel Number</b>				
	<b>Billing Address</b> <i>(If different from premise address. This is the address that any co-pays or mail should be sent to)</i>	Street	City	State	ZIP Code
<b>Participant Contact</b>	<b>Name</b>				
	<b>Phone</b>				
	<b>Email</b>				
	<b>Participant Type</b> <i>(Select all that apply)</i>	<input type="checkbox"/> Property Owner <input type="checkbox"/> City Light Service Account Holder <input type="checkbox"/> Electric User <input type="checkbox"/> Other			
	<b>If you selected “Other” above, please describe your relationship to the Property Owner &amp; Electric Service Account Holder.</b>				
<b>Property Owner Contact</b> <i>Fill out this section if the participant is not the property owner</i>	<b>Name</b>				
	<b>Phone</b>				
	<b>Email</b>				
<b>I have read and agree to program terms</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Participant Name</b>					
<b>Participant Signature</b>				<b>Date</b>	

# FLEET ELECTRIFICATION PROGRAM

## Make-Ready: Incentive Application

**PROJECT INFORMATION**
**Project Details**

Please fill out this section with information about the Make-Ready charging infrastructure project and site.

Please provide a brief description of the Make-Ready charging infrastructure project, including the planned number and type of electric vehicles that chargers will support, the average daily mileage of those electric vehicles, the planned number of chargers to deploy (if available), and how this site will be made available to fleet-only charging.

Do you plan to implement managed charging hardware or software?  Yes  No  N/A

Do you plan for your EV chargers to be bidirectional at present or in the future?  Yes  No  N/A

Do you plan to deploy distributed generation (e.g., solar power) or energy storage to support these chargers?  Yes  No  N/A

If yes, please describe your plans and specifications for distributed generation and/or energy storage.

**Project Work Already Completed**

Has any of the design, engineering, or construction work for this project been completed already?  Yes  No

If yes, thoroughly describe what work has already been completed, total already-incurred costs, and total estimated remaining costs (if available):

Project Aspect	Describe work already completed	Total spent on work (\$)	Total estimated remaining cost (\$)
Design and Engineering			
Permitting			
Procurement			
Construction and Installation			
Other			

Please describe what remaining work you need support with:

**EXISTING AND PLANNED ELECTRIC VEHICLES TO CHARGE AT THIS SITE**

Please fill out the following information on your existing electric vehicles and your plans for electric vehicle deployment over the next 10 years at this site (if available).

Electric Vehicle Type	Quantity of Existing Electric Vehicles	Quantity of Future Electric Vehicles Planned for Procurement
Light Duty		
Medium Duty		
Heavy Duty		

### EQUIPMENT INFORMATION

Please fill out this section by describing the charging infrastructure that you intend to install. If specific chargers have not yet been identified, fill out this section to the best of your ability.

<b>Procurement Status</b>		<input type="checkbox"/> Not started <input type="checkbox"/> In progress <input type="checkbox"/> Procured						
<b>Planned Installation Start Date</b>				<b>Planned Installation End Date</b>				
<b>Contractor Company</b>								
<b>Plan to Connect to Third-Party Network</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Planned Charging Network Provider</b>				
Charger or Infrastructure Type (see Terms and Conditions for list of eligible equipment)	Make, Model, & Year or VIN of Vehicle Supported	Replaced Vehicle Fuel Type	Minimum Charger Power Output Level (In kilowatts, kW)	Charger Manufacturer	Charger Model Name	Charger Serial Number(s)	Quantity of Chargers	Ports per Charger

### Participant's Other External Funding

City Light will not provide funding that contributes to the customer more than the total cost of the approved project when also considering funding received from other sources; see program Terms and Conditions for more details. Please describe all additional funding that you have received or expect to receive for the make-ready infrastructure for which you seek Seattle City Light incentive funding.

Type of Funding (Grant, Loan, Investment, In-Kind Contribution, Other – Please Specify)	Name of Funding Organization	Funding Amount (\$)	To Which Costs Did/Will the Funding Apply? (Construction and Installation, Design and Engineering, Permitting, Procurement)	Please Indicate the Status of This Funding (Plan to Apply, Applied, Awaiting Award, Awarded)

### ADDITIONAL DOCUMENTATION TO PROVIDE WITH THIS APPLICATION FORM (REQUIRED)

Participants must provide the following documentation in addition to this application form.

1. A site plan of the property where EV charging equipment will be installed, including an aerial view of the property (which can be obtained from Google Maps) and the proposed location(s) for the charging equipment.
2. If you are not the property site owner, provide proof of approval from the property owner to install this EV charging equipment.
3. Detailed specifications of each charger already purchased and/or planned to be purchased and installed as part of this project. Or, if you do not already have a plan for the number, type, and specifications of chargers to be installed for this project, please provide a detailed plan for the quantities and types of electric vehicles that these chargers will support, as well as the average daily mileage for those electric vehicles.
4. If any Make-Ready infrastructure work on the customer side of the meter has already been conducted, provide invoices for all work already completed.
5. If any quotes for Make-Ready work on the customer side of the meter have already been solicited and received, please provide those quotes.
6. Written intent to purchase at least one vehicle which will be charged using the equipment installed through this program, such as a purchase order.
7. Optional: If you are able to, please provide the panel schedule for the existing electrical feeder service. A panel schedule is a list of all circuits on the panel and a description of what load each circuit is feeding.



## MAKE-READY INFRASTRUCTURE INCENTIVE PARTICIPATION AGREEMENT

<b>Today's Date</b>	
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<b>Contract Information (internal use)</b>	
<b>Contract Number</b>	
<b>Project Name</b>	

<b>Customer Information</b>	
<b>Customer Name</b>	

### TERMS & CONDITIONS

This Program Participation Agreement ("Agreement") is entered into by and between the City of Seattle ("the City"), doing business as Seattle City Light ("SCL") and Customer/Program Participant ("Customer" or "Participant"). Customer is voluntarily participating in the Seattle City Light Fleet Electrification Program ("Program"), in pursuit of the Make-Ready Infrastructure Incentive Pathway to implement fleet electrification at the Site Address and other locations as identified on Program documents, (collectively referred to as "Project"). The improvements are intended to facilitate the sale of electricity by SCL and promote electric vehicle adoption consistent with RCW 35.92.450 and SMC 21.53.015. Through the Program, SCL will pay an incentive to Participant in exchange for utility benefits, including certain environmental or energy credits generated by the Project.

All references to Customer or Participant shall mean the legal property owner, corporate officer, agent or representative of the business entity named in this agreement, notwithstanding any use of any inconsistent terms referenced herein. In consideration for Customer's participation and full performance in the Program, both parties agree to the following:

- 1. Term of Agreement.** The term of this Agreement ("Term") shall be ten (10) years, commencing on the date of execution ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date ("Termination Date"), unless terminated earlier under the terms set out in this Agreement. For purposes of clarity, the expiration or early termination of this Agreement will not terminate or limit SCL's rights to any Credits (defined in Section 5) generated during the Term.

2. **Incorporation of Program Manual and Appendices.** This Agreement shall incorporate as terms and conditions to this agreement all of the Project Specific Specifications ("Specifications"), Fleet Electrification Program Manual ("Manual"), Appendix A: Agreement Make-Ready Infrastructure Incentive Pathway ("Make-Ready Pathway"), and Appendix B: SCL Make-Ready Infrastructure Incentive Pathway Terms and Conditions ("Terms and Conditions"). In the event of any conflict or inconsistency between this Agreement and any document incorporated by reference, this Agreement shall be controlling.
3. **Amendments.** If either party desires a change in the items specified in this Agreement an amendment must be requested through written notice. Changes to this Agreement will only be effective when set forth in a document signed by authorized representatives of both SCL and the Participant.
4. **Payment by SCL.** SCL will reimburse Participant for the actual costs of installing the Project and not otherwise reimbursed or reimbursable by other third-party funding sources, **up to a maximum of \$200,000** per site ("Incentive Payment"). To receive the Incentive Payment, Participant must submit (i) receipt of invoices and such other supporting documents setting out Participant's Project costs and (ii) allow SCL and its Contractors to complete a site verification to confirm construction of make-ready infrastructure. Payment will be processed after supporting documents are reviewed and a site verification is completed. Payment will be contingent on Participant complying with the requirements of this Agreement, including the Specifications, Manual, Make-Ready Pathway, and Terms and Conditions. The Incentive Payment is subject to funding availability and may be reduced by SCL in its sole discretion at any time and without notice. In no event shall SCL be liable or responsible for any cost associated with this Agreement or Project other than the Incentive Payment.
5. **Credits.** In partial consideration for the Incentive Payment, Participant hereby assigns, transfers, and conveys to SCL all of its right, title, and interest in and to any, all or similar (i) environmental or energy credits and (ii) carbon or emissions credits and any similar pollution allowances generated by the Project including but not limited to any "credit" as defined by RCW 70A.535.010(6) and generated pursuant to RCW Chapter 70A.535 ("Credits") or any future fuel standard credits. Participant shall not sell, transfer, assign or promise any Credit generated from the Project to any entity other than SCL, unless SCL provides prior written consent and mutual agreement. Participant is required to execute a written assignment of Participant's rights and interests to Credits on a form provided or approved by SCL. Participant will provide usage and other relevant data to SCL in a timely manner on a quarterly basis. Participant might be required to sign a waiver in the event the information needs to be shared with a separate governmental agency.
6. **Voluntary Participation/Assumption of Risk/Waiver of Rights.**
  - A. Through this Agreement, Participant is voluntarily agreeing to install certain infrastructure for the Project and carry out Project-related activity consistent with the Manual and Specifications, and inviting SCL (including its employees, agents, contractors and assigns) to enter Participant's property at the Site to monitor the Project as SCL determines necessary. Participant understands that the Project design set out in the Manual and Specifications is intended for SCL's utility purposes and may not be suitable for the actual conditions of the Site. The Project infrastructure will operate at a higher voltage than standard residential wires and appliances and therefore pose additional and higher risk of harm, especially related to fire

and electrocution. Participant acknowledges and is fully aware that this activity poses risks and hazards to the real property, building, personal property, and health and safety of building occupants and users, including (but not limited to) risks associated with construction, risks associated with increased electricity use and high voltage vehicle charging equipment, and risks associated with operating electric vehicle chargers. Participant is aware that such activities include the risk of injury and even death, as well as the risk of property damage and destruction. Participant hereby elects to participate voluntarily in the Program knowing that the activities may be hazardous to Participant's real property, personal property, and persons at the Site, including Participant's employees, contractors, agents, invitees, and tenants.

- B. Participant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by Participant, Participant's employees, invitees, contractors, agents or tenants, or any loss or damage to property owned by Participant, as a result of the Project and/or this Agreement and any work carried out by Participant and Participant's contractors in furtherance of this Agreement and by SCL, its employees, agents, contractors and assigns related to the Project, including but not limited to the hazards described in Section 6(a) of this Agreement. Neither SCL nor its officers, agents, or employees shall be responsible or liable for damage or losses arising from this Project, except to the extent required by law. Participant hereby waives all claims for damage, loss, injury or otherwise, including consequential damages, that Participant and Participant's successors have or may have against SCL arising from or related to the Project, any designs or specifications provided by SCL related to the Project, and/or this Agreement, and agrees to discharge and hold harmless SCL from any such claim to the maximum extent allowed by law and except as specifically provided in Section 13 of this Agreement.

- 7. **Design, Engineering, and Installation of Make-Ready Infrastructure.** SCL will perform, either directly or through a contractor of SCL's choosing, infrastructure design and engineering for the project as defined in the Participant's Make-Ready Infrastructure application. Participant is solely responsible for the construction of the Project consistent with Participant's judgment for the suitability of the Site for Project infrastructure installation and operation, Participant's Make-Ready Infrastructure Application ("Application") and the requirements, standards and specifications set out in the Specifications and Manual. Participant is solely responsible for selecting, hiring and managing whichever contractor(s) Participant chooses to construct the Project. SCL's payment of the Incentive Payment will be contingent on Participant and Participant's chosen contractor complying with City of Seattle building code, electrical code, federal and State disability access law, and other requirements SCL determines applicable to a project of this scope and application. **Participant acknowledges and agrees that the Project requirements, standards and specifications provided by SCL pursuant to this Agreement are solely for the benefit of SCL's electrification program and are not a guaranty, endorsement or warranty of any kind from SCL or its agents or contractors.**

#### 8. **Charger Operation.**

- A. Participant will provide SCL access to the equipment for monitoring and compliance purposes when requested as set out in the Manual.
- B. Participant is solely responsible for the selection, purchase, and installation of the Electric Vehicle Supply Equipment (EVSE) through a contractor of Participant's choosing. Participant

is solely responsible for selecting, hiring and managing a contractor to install the EVSE. This contractor must meet Program requirements as set out in the Manual. **SCL does not endorse or warrant the suitability of any EVSE, improvements and/or attachments to Participant's property, or other equipment related to this Agreement, or contractors for Participant's business purposes regardless of whether any equipment or contractor meets Program requirements.**

- C. Participant shall ensure that the installed EVSE continues to operate for the life of the Charging Equipment, in accordance with the Program requirements.
- D. A minimum of one charging station must be installed within 6 months of make-ready infrastructure being completed. SCL may elect to require more than the minimum one charging station to be installed within 6 months depending on the scope of the make-ready project. Participant may install certain additional infrastructure to allow the Charging Equipment to be used for the full duration of the Term as technology advances and change (commonly referred to as future-proofing). Any such future-proofing infrastructure must be utilized by having additional chargers installed and operational within 1 year.
- E. SCL shall only use, transmit, and store EVSE Data for the Limited Purposes set forth in this Agreement. SCL shall only use EVSE Data for purposes identified in SMC 21.49.095. SCL will not share, sublicense, resell or disclose to third parties or publicly unless otherwise set for in this Agreement or as required by law. Participant might be required to sign a waiver in the event the information needs to be shared with a separate governmental agency.
- F. SCL will charge Participant for electricity consumed through the EVSE according to the charges and rates set out in the applicable service schedule, currently codified in SMC Chapter 21.49.

9. **Compliance with Laws.** Participant represents and warrants that Participant, Participant's agents and employees, or any contractors retained in connection with this Agreement, are familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, Program Manual, Service Agreement and other program policies, terms and conditions, including but not limited to those pertaining to the implementation of electric vehicle chargers and supporting infrastructure at the Site Address.

10. **Tax Compliance:** As part of the application process, Participant is required to provide the City with a Form W-9. After receiving the Form W-9 from the Participant, the City will issue a Form 1099 to Participant for Incentive Payments made under the Program. It is the Participant's responsibility to determine the tax treatment of funds issued under this Program. Participant shall be solely responsible for payment of any applicable federal, state, or local income and corporate tax liability associated with Participant's receipt of the City's Incentive Payment. By accepting the Incentive Payment, Participant agrees to fully indemnify and hold the City harmless for all tax consequences resulting from the City making Incentive Payments to Participant under the Program.

11. **Public Records Act Compliance.** SCL will release documents and records related to this Agreement when SCL determines it is required to do so by Washington's Public Records Act, RCW Chapter 42.56, or other disclosure laws. Additionally, as a party contracting with a governmental entity, Participant may have obligations under disclosure laws. Participant is responsible for understanding and complying with any applicable disclosure requirements.

12. **SCL Disclaimer for Program.** SCL disclaims, any and all implied or express warranties, including without limitation, any representations or promises with respect to the electric vehicles, electric vehicle chargers, EVSE, materials or labor required for the implementation of the electric vehicles and electric vehicle chargers on customer's site, or the cost of such equipment, materials and labor that may accrue from the implementation of such electric vehicles and electric vehicle chargers. SCL makes no implied or express warranties regarding this Program, its policies, procedures, its administrative verifications, and/or any owner purchased and/or installed equipment, or equipment installed by a third-party contractor, and specifically disclaims any warranty or merchantability or fitness of such equipment for any particular purpose. Any required maintenance, repair or replacement of the equipment shall be the sole responsibility of, and at the expense of the customer. Participant understands and agrees that SCL has no responsibility or liability for Participant's selection of EVSE, other equipment related to this Agreement, and any contractors related to this Agreement. Without limiting the waiver in Section 6 of this Agreement, Participant additionally and specifically waives all claims for damage, injury or loss that Participant or Participant's successors have or may have against SCL related to or arising from Participant's selection, procurement, purchase, and installation of EVSE and related equipment and from Participant's selection, hiring, contracting, and management of any contractors related to this Agreement. This disclaimer shall survive any cancellation, completion, termination or expiration of the customer's participation in the Program.

13. **Indemnity/Limitation of Liability.**

- A. Participant acknowledges and agrees: (i) participation in this Program is voluntary, as further set out in Section 6 of this Agreement, and (ii) that SCL assumes no liability for Participant's decision to enter into this Agreement, for the EVSE selected by Participant, any third parties selected by Participants to install such EVSE and any other equipment in connection with the Project, or any disputes arising out of repair or replacement of the equipment installed hereunder. To the fullest extent allowed by law, Participant agrees to release, and defend, indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in connection with this Agreement or the Project, or the purchase, installation, or use of the equipment in connection with this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City's negligence or willful misconduct. Participant's indemnity, protection, and hold harmless obligations shall include any demand, claim, assignment, suit or judgment for damages to property or injury to or death of persons, or for any Incentive Payment by the City, or for any payment made under or in connection with any Workers' Compensation law or under any plan for employees' disability and death benefits. Participant expressly waives by mutual negotiation, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.
- B. To the fullest extent allowed by law, the City's liability under this Agreement and the Project shall be limited to paying the Incentive Payment in accordance with this Agreement and the Program's Specifications, Requirements, and other Program policies. The City, and its



departments, affiliates and officers, directors, employees, agents, representatives or volunteers shall maintain no liability to the Participant or any other party for any other obligation under the Program. In no event, whether as a result of breach of contract, tort, or any other theory of recovery shall the City be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature.

#### 14. **Breach.**

- A. If Participant fails to perform when required any obligation of this Agreement, or otherwise breaches any term of either, SCL may provide written notice to Participant, specifying the nature of the breach and granting thirty (30) days opportunity after the date of the notice within which such breach must be cured. If a breach is curable but not susceptible to being cured within such thirty (30) days, SCL will allow the Participant an additional period of up to ninety (90) days to cure such breach or such additional time as the SCL reasonably determines is necessary and consistent with Project goals, provided that within such thirty (30) days, Participant has committed in writing to cure the breach and has commenced to cure such breach, and that the Participant diligently and continuously proceeds to cure such breach. The extended period to cure a breach shall not apply to a breach due to the intentional acts of Participant, or to a breach of the same nature as one previously cured after notice during the preceding twelve (12) months. Unless Participant shall fully cure all breaches specified in such notice within the time allowed, the same shall be an "Event of Default." After an Event of Default, SCL may exercise any remedies provided for default in Section 15 of this Agreement and any other remedies at law or in equity. SCL's rights and remedies hereunder are not exclusive, but cumulative, and SCL's exercise of any right or remedy due to Participant's failure to perform any covenant or condition of this Agreement shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that SCL may have under this Agreement or by law or in equity.
- B. If Participant (i) assigns or attempts to assign this Agreement (including selling or leasing the Site) without prior written consent from SCL under Section 16 or (ii) terminates or attempts to terminate this Agreement other than as provided in the terms of this Agreement, that shall constitute an Event of Default regardless of whether SCL provides written notice and without requirement that SCL provide a cure period.

15. **Liquidated Damages.** Under this Agreement, SCL will make an initial investment in readying the Site for electric vehicle charging in the expectation of recovering that investment and generating additional utility revenue through electricity sales and generation of Credits over the Term. Participant and SCL agree that the extent or amount of damage to SCL from Participant's breach of obligations under this Agreement or early termination of this Agreement would be difficult or impossible to estimate accurately. Following an Event of Default, SCL is entitled to all remedies at law or in equity, including without limitation bringing an action for injunctive relief or specific performance. If SCL elects to pursue monetary damages, SCL will be entitled to liquidated damages calculated on a straight prorate basis of the Incentive Payment less \$20,000 per year times the number of months in compliance with the terms of this Agreement.

16. **Assignment.** Participant was selected to participate in the Program based on Participant's control of the Site and intended use, which SCL determined to be consistent with Program goals. Participant may not assign any rights or interests under this Agreement without SCL's prior written consent, which SCL may withhold or grant in its sole and reasonable discretion. Any attempt to assign this Agreement without SCL's written agreement will be an Event of Default and entitle SCL to all remedies set out in the Agreement, including any applicable Liquidated Damages under Section 15.
17. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Washington State courts shall have exclusive jurisdiction over any action at law or in equity to enforce the terms and conditions of this Agreement or to resolve any dispute arising out of this Agreement and King County Superior Court in Seattle will be the exclusive venue for bringing any such action.
18. **Survivability.** The provisions of Sections 6, 8E, 10, 11, 12, 13, 15, and 17 shall survive the expiration, termination, or completion of the Customer's participation in the Program. Additionally, Section 5 shall continue in full force and effect in relation to any Credits generated during the Term and/or are attributable to the Incentive Payment in SCL's sole and commercially reasonable determination.
19. **Affirmative Efforts for Inclusion of Women and Minorities.**
- A. Participant affirms that they do not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Participant shall affirmatively try to ensure applicants are employed, and employees are treated fairly during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
  - B. Participant shall comply with the requirements of SMC Chapter 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Participant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Participant provides to its employees with spouses. At SCL's request, the Participant shall provide complete information and verification of the Participant's compliance with SMC Chapter 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement and SCL may immediately terminate the Agreement with no further liability to SCL. Any violation of the mandatory requirements of this section, or a violation of SMC Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.42, Chapter 20.45 (SCL Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material breach of contract for which the Participant may be subject to damages and sanctions provided for by this Agreement and by applicable law. In the event the Participant is in violation of this Section, SCL may immediately

terminate the Agreement with no further liability to SCL. Participant shall be subject to debarment from SCL contracting activities in accordance with SMC Section 20.70 (Debarment).

20. **Severability.** If any provision of this Agreement, in whole or in part, is deemed invalid by any court or administrative body of competent jurisdiction, then these provisions shall be construed as reformed to the extent necessary to render such provision valid, and the remaining provisions shall remain in effect as reformed. The Customer and SCL agree that all provisions of these Terms and Conditions are severable.

**By signing this Agreement, I acknowledge that I have fully read, understand, and agree to be bound by the above Terms and Conditions of this Agreement for participation in the SCL Fleet Electrification Program, in pursuit of the Make-Ready Infrastructure Incentive Pathway.**

I certify or declare, under penalty of perjury, under the laws of the State of Washington that I am the SCL customer and Program Participant, or the legal property owner, corporate officer, agent or representative of the business entity listed below, who is authorized on behalf of the SCL Customer and Program Participant, to execute and agree to the terms and conditions of this Agreement for participation in the SCL Fleet Electrification Program.

Authorized Signature of Program Participant:

Date:

Printed Name of Authorized Signer of Program Participant:

Title:

# APPENDIX A.

## Agreement: SCL Make-Ready Infrastructure Incentive Pathway

### 1. Participation in the SCL Make-Ready Infrastructure Incentive Pathway

#### 2. Approval

The Participant completed an Application via the Community Portal at <https://scfleets.force.com/applicants> regarding an electric vehicle (EV) Make-Ready Project (the "Project") for acceptance to the Make-Ready Infrastructure Incentive Pathway ("Make-Ready Pathway"). The information provided by the Participant as part of the Application, which may be updated when conflicting information or lack of information can be supported by additional documentation or clarifications by the Participant, constitutes the ("Project Information") including important costs, details and information regarding the Project relied on by SCL to accept the Participant as eligible for participation in the Make-Ready Pathway. The Project Information must reflect the work to be performed ("Work") to design, engineer, construct, and install make-ready infrastructure for electric vehicle supply equipment ("EVSE" or "Charger") at the Participant's Account Service Address (or the "Site") within SCL's territory. The Participant attests to the accuracy and truthfulness of the Project Information. The Participant agrees that if there are any discrepancies between the Project Information given to SCL and the Work, then the Participant will make SCL aware of those differences as soon as possible before any design, engineering, or construction services are rendered to support the make-ready infrastructure. SCL reserves the right to deny funds if the Project Information does not match the Work.

#### 3. Application Submittal, Intake, and Review

Customers, SCL, and SCL's Contractors are responsible for several tasks regarding application submittal, intake, and review for the Make-Ready Pathway.

Customers are responsible for completing and submitting Make-Ready Pathway applications via the Community Portal at <https://scfleets.force.com/applicants>. Customer responsibilities as they relate to application submittal, intake, and review are as follows:

- a. Customers shall complete and submit an online application for the Make-Ready Pathway. Customers shall submit application related materials via the Community Portal at <https://scl-efleets.force.com/applicants>.
- b. Customers shall contact SCL and its Contractors for assistance with completing the application if needed.
- c. Customers shall be responsive to SCL and its Contractors' requests to resolve any discrepancies that are found within the application submitted by the Customer, and coordinate with SCL and its Contractors in resolving those discrepancies if requested by SCL and its Contractors.

SCL and its Contractors are responsible for several aspects of the application submittal, intake, and review process, including the following:

- a. SCL and its Contractors are responsible for providing guidance to Customers that need assistance with completing the online application.
- b. SCL and its Contractors are responsible for conducting initial reviews and technical reviews of applications received to determine suitability for SCL Make Ready Pathway and for no other purpose.
- c. SCL and its Contractors are responsible for identifying any discrepancies in applications received and contacting Customers to resolve them.

- d. SCL is responsible for determining in its sole discretion whether or not applications meet the Make-Ready Pathway eligibility criteria and to approve applications consistent with SCL's program goals as Make-Ready Pathway funds remain available.
- e. SCL and its Contractors are responsible for notifying Customers of their application status.
- f. SCL and its Contractors are responsible for answering any application-related questions posed by the Customer after application submittal.

#### 4. Design and Engineering

Once a Customer's application is submitted and approved for the Make-Ready Pathway, the Customer then becomes a Participant of the Fleet Electrification Program, specifically in pursuit of the Make-Ready Pathway. After approval of an application, the Participant, SCL, and SCL's Contractors will each be responsible for several items with respect to design and engineering of the make-ready infrastructure.

- a. To ensure the successful and efficient design and engineering of make-ready infrastructure, the Participant will be responsible for the following:
  - i. During the application submittal phase, the Customer must submit a full and complete application containing all requested Project Information that is available and known by the Customer at that time.
  - ii. When requested, the Participant must be responsive and coordinate with SCL and its Contractors to provide additional information regarding the Project that will be necessary to develop design and engineering plans for the Project.
  - iii. The Participant must allow SCL and its Contractors access to the project site for an initial site visit which may be required to obtain information for developing design and engineering plans for the Project. The Participant must coordinate with SCL and its Contractors when requested by these parties to schedule this site visit.
  - iv. When requested, the Participant will be responsible for reviewing design and engineering plans provided by SCL and its Contractors and providing feedback regarding the submitted plans. Any design or plans provided by SCL and its Contractors will be limited to making the project suitable for SCL's utility purposes for the Make Ready Pathway. Participant is responsible that any plans, designs or other project materials provided by SCL or its Contractors meet the Participant's needs.
- b. SCL and its Contractors will have the following responsibilities regarding make-ready infrastructure design and engineering:
  - i. SCL and its Contractors will be responsible for obtaining information from the Participant about the Project which SCL determines necessary to complete design and engineering plans compatible with SCL's utility purposes for the Make Ready Pathway.
  - ii. When SCL determines necessary, SCL and its Contractors shall conduct a site visit to obtain information necessary to complete design and engineering plans. SCL and its Contractors will coordinate with the Participant to schedule this site visit.
  - iii. SCL and its Contractors will be responsible for developing design and engineering plans and a project budget for the Project per the Participant's submitted application and with additional Project Information obtained from the Participant and from the site visit.

#### 5. Infrastructure Construction and Installation

The Participant, SCL, and SCL's Contractors are responsible for several tasks to ensure successful construction and installation of make-ready infrastructure.

- a. **To-the-meter Infrastructure.** To-meter-infrastructure is located on the SCL side of the electric meter and SCL will own, operate, and maintain this infrastructure. The Customer shall solicit and select contractors to

construct and install to-the-meter infrastructure, and the Customer will oversee and manage the contractors that conduct this work. If new or upgraded service is required for the Project, the participant shall provide SCL with any additional easement or access rights that SCL determines necessary, beyond existing utility easement rights, to carry out the upgrade or installation of utility infrastructure.

- b. Behind-the-meter Infrastructure.** Behind-the-meter infrastructure is located on the customer-side of the electric meter but on the Site. The Customer shall solicit and select contractors to construct and install behind-the-meter infrastructure, and the Customer will oversee and manage the contractors that conduct this work. If SCL must inspect make-ready infrastructure, SCL will contact the Participant and the Participant must allow SCL access to the facilities, equipment, and infrastructure within twenty-four hours from any time that SCL requests access.
- c. Limitation of Damages.** The Participant shall defend, indemnify and hold SCL, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in connection with this Agreement or the Project, or the purchase, installation, or use of the equipment applicable under this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by SCL's negligence or willful misconduct. Any damages and expenses caused by SCL's negligence or willful misconduct shall be limited to actual damage and shall not include or apply to, nor shall any party be entitled to recover, any indirect, consequential, exemplary or punitive damages (including, any damages on account of lost profits or opportunities, or business interruption or diminution in value) suffered or incurred by any party; provided, however, that such restriction shall not apply to a party's obligation to indemnify SCL.
- d. Insurance Requirement.** As a condition of participation in the Fleet Electrification Program in pursuit of Make-Ready Pathway, the Participant shall obtain and maintain insurance during the term of this Agreement to pay for any damages to SCL infrastructure on a no-fault basis. Participant shall, at its own cost and expense, obtain and maintain in effect during the term of this Agreement and shall ensure that each of its contractors maintain throughout the course of any construction activities undertaken on the Property,

  - i. Property Insurance covering replacement value to SCL's property;
  - ii. Commercial General Liability insurance, written on an insurance industry standard occurrence form (CG0001) or equivalent, including all the usual coverages known as Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractors' Liability, and Stop Gap, and providing property damage and bodily injury liability coverage with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

Participant's insurance policies shall be primary to all other insurance of SCL's, shall be rated A-VII or higher in the A.M. Best's Key Rating Guide, shall be issued by a company licensed to do business in the State of Washington and shall be subject to the reasonable approval by SCL's Risk Manager as to company, form and coverage. All insurance policies required under this Paragraph shall not be reduced or canceled without thirty (30) days' prior written notice to SCL. SCL shall be named as an additional insured on all liability policies and loss payee on all property policies (covering SCL's property) and shall receive as evidence of insurance a copy of each of the policy's declaration pages, showing the insuring company, effective dates, limits of liability, schedule of forms and endorsements, and the additional insured endorsement (ISO CG2026, or equivalent). Such declaration pages shall be due on the date of execution of this Agreement with respect to the policy required of Participant, and prior to commencement of any

construction activities with respect to those policies required of Participant's contractors. SCL shall receive a renewal certificate or a certificate for a new policy meeting the foregoing requirements within thirty (30) days after the policy expiration date identified in the then last insurance certificate provided to SCL.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Participant, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Participant regarding this Agreement, nor (2) construed as limiting the liability of any of Participant's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, the City. Participant shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Participant to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Participant. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Participant or a contracted third-party claims administrator, Participant agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

- e. **Electric Vehicle Supply Infrastructure (EVSE).** The participant shall purchase and install an EVSE, the EV charger, which meets the Program's eligibility requirements for EVSE as outlined in the Manual. A minimum of one charging station must be installed within 6 months of make-ready infrastructure being completed. Participants will own, operate, and maintain this equipment. The Participant is solely responsible for selecting and managing a contractor to install the EVSE that the Participant selected. The Participant must select EVSE that meets the Equipment Eligibility Requirements referenced in the Manual. If SCL must inspect make-ready infrastructure, SCL will contact the Participant and the Participant must allow SCL access to the facilities, equipment, and infrastructure within twenty-four hours from any time that SCL requests access.

## 6. Delivery of Make-Ready Incentive Pathway

As part of the Make-Ready Pathway, SCL will provide design and engineering services to the Participant upon the Participant meeting the requirements of the Make-Ready Pathway as described in the Manual. This includes, but is not limited to; (i) Agreeing to all Terms and Conditions, (ii) if SCL determines a service upgrade is required, provide SCL with all easements and/or access rights SCL determines necessary to access the equipment for construction and ongoing maintenance when requested, (iii) Providing accurate and complete documentation of the site plans, consistent with the requirements of the Make-Ready Pathway as described in the Manual. If an application or its required documents are determined to be incomplete, illegible, or missing required information, the Participant will be notified of the error via email and shall have thirty (30) calendar days from the date of notification to correct any errors. If the errors are not corrected within thirty (30) calendar days, the application will be cancelled. If an application is submitted but determined to be ineligible, it will be cancelled, and the Participant will be notified via email. Customers can expect a communication from the Program Team within no less than two weeks (10 business days) of submitting an application and signed Agreement. If there is no communication with a Participant during the 30-day period after this signed Agreement is received by the Program Team, the application may be canceled. If the Participant is still interested in having a Project considered through the Make-Ready Pathway, the Participant should reach back out to the Program Team through eFleets@seattle.gov to inquire if a new application is required in order to be considered for the Make-Ready Pathway. Misrepresentation of installation location or Make-Ready Pathway eligibility may result in forfeiture of the incentive award.

## 7. Ownership, Operation, and Maintenance of Charging Infrastructure Assets

The Participant shall ensure the installed Charging Equipment continues to operate for the life of the Charging Equipment, in accordance with Program requirements described in the Manual. The Participant acknowledges that SCL may collect meter data and will provide information on the type of data that will be collected. In the Make-Ready Pathway, SCL will own, operate, and maintain to-the-meter infrastructure in perpetuity. The Participant will own, operate, and maintain behind-the-meter and electric vehicle supply equipment (EVSE) infrastructure. The Participant acknowledges the asset ownership, operation, and maintenance details as described and does not claim rights to any of the assets owned, operated, or maintained by SCL.

## **8. Limit of Incentive Payments**

It is understood that the Make-Ready Pathway has limited funds and that reservations are made contingent upon availability of Make-Ready Pathway funding. SCL will take reasonable steps to update Customers wishing to apply for the Make-Ready Pathway, as well as Participants who have already applied and had their applications approved for the Make-Ready Pathway, about funding availability. SCL will also stop accepting applications when funding is exhausted, and SCL reserves the right to stop accepting applications at any time. SCL will make its best efforts to notify Participant with reasonable advance notice, seven days where practicable, of any changes in the availability of funding for incentives.

## **9. Payment by SCL.**

SCL will reimburse Participant for the actual costs of installing the Project and not otherwise reimbursed or reimbursable by other third-party funding sources, up to a maximum of \$200,000 per site. To receive payment, Participant must submit (i) receipt of invoices and such other supporting documents setting out Participant's Project costs and (ii) allow SCL and its Contractors to complete a site verification to confirm construction of make-ready infrastructure. Payment will be processed after supporting documents are reviewed and a site verification is completed. Payment of the Incentive Payment will be contingent on Participant complying with the requirements of this Agreement, including the Specifications, Manual, Pathway, and Terms and Conditions.

## **10. Participant Approval**

SCL has the right not to allow a Participant to participate in the Make-Ready Pathway or to ban any Participant from future participation in the Make-Ready Pathway for failure to meet these terms and conditions or other applicable requirements of the Make-Ready Pathway in addition to any other legal remedies available under law.

## **11. Additional Provisions for Participant Employees**

- a. Relationship of the Parties.** It is understood and agreed that the personnel furnished by the Participant to perform the services stipulated in this Agreement, shall be Participant's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered SCL's employee(s) or agent(s), and shall remain the employees of the Participant. The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation, or other relationship between SCL and the Participant for any reason, including but not limited to unemployment, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power, or authority to obligate or bind the other in any manner not specified in this Agreement.
- b. Notification of Claims/Events.** Participant expressly acknowledges SCL's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against SCL, Participant and/or Participant's personnel by virtue of any act or omission on the part of SCL or its employees. Accordingly, Participant expressly covenants and agrees to notify SCL of any such claim or event, including but not limited to allegations of harassment and/or discrimination immediately upon Participant's discovery of the same, and to fully and honestly cooperate with SCL in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any



reasonable request by SCL for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

**12. Force Majeure**

SCL is not responsible for project, contract, and/or work stoppage, damages or delay in performance and/or lack of performance due to causes beyond its control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material and/or labor shortages, insurrection, acts (or omissions) of Contractor's or its employees, servants, subcontractors, suppliers or agents, any act (or omission) by any governmental authority, strikes (includes strikes by SCL's employees, by third-party owners, third-parties, servants, principals, subcontractors and/or agents), labor disputes, transportation, material and/or labor shortages, or vendor non-performance or change in law at the state or federal level authorizing this program. At the Participant's election, the delivery or performance date may be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

**13. Publicity**

- a. The Participant shall communicate with eFleets@seattle.gov before preparing any press release or news conference concerning work related to the Make-Ready Pathway. In addition, the Participant shall notify eFleets@seattle.gov regarding any media interview in which work related to this Make-Ready Pathway is referred to or discussed.
- b. The Participant shall collaborate with SCL by participating in surveys and other research efforts that support Make-Ready Pathway goals.
- c. The Participant shall not use SCL's corporate name, logo, identity, any affiliation, or any related logo, without SCL's prior written consent.

**14. Make-Ready Incentive Pathway Changes and Conflicting Terms**

SCL reserves the right to change, modify, or terminate the Make-Ready Pathway at any time, with or without notice, and without any liability to the Participant except as expressly stated herein. SCL will honor all written commitments made in the Agreement provided prior to the date of any change, modification, or termination of the Make-Ready Pathway, subject to the Participant meeting the requirements otherwise provided for under this Agreement. This Agreement may not include all the terms and conditions as set forth in the Manual. The Participant acknowledges in the event of a conflict between the terms of this Agreement and the terms of the Manual, this Agreement shall supersede.

I, the Participant, acknowledge my acceptance of and agreement to the terms stated above by signing below.

- o I agree

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

## APPENDIX B.

### Terms and Conditions for the Seattle City Light Make-Ready Infrastructure Pathway

- **Important:** Throughout this document, the “Enrollment Period” refers to the period during which incentive applications will be accepted, from March 01, 2022, until the closing date determined by Seattle City Light (“SCL”). SCL offers the Fleet Electrification Program, a suite of electric vehicle (EV) and EV charging infrastructure. The **Make-Ready Infrastructure Incentive Pathway** (“Make-Ready Pathway”) supports fleets for make-ready charging infrastructure design, construction, and installation.

The following terms and conditions apply to the Make-Ready Infrastructure Incentive Pathway:

1. SCL has contracted with ICF Resources L.L.C. (“ICF”) to act as the Fleet Electrification Program Administrator and authorizes ICF to administer the Make-Ready Pathway including such activities, but not limited to, review, processing, and approval of Customer applications; pre- and post-inspections of Customer facilities and project information requests from Customer; measurement and verification activities; make-ready infrastructure design and engineering; and issuing invoices for customer co-pays if applicable.
2. Incentives are subject to a cap of \$200,000 per site. Incentive caps are subject to change per SCL discretion and availability of program funds. Project applications which exceed the customer cap will be considered on an individual basis.
3. Funds are limited and Make-Ready Pathway applications are accepted on a first-come, first-served basis and must be submitted during the Enrollment Period. SCL will cover up to 100 percent of Customer’s total eligible make-ready infrastructure costs for Level 2 or Direct Current Fast Chargers, not including costs for electric vehicle supply equipment (“EVSE”, also known as the EV charger<sup>1</sup>) hardware or installation.<sup>2</sup>
4. SCL-provided incentive funding will not exceed 100 percent of total project costs, nor will SCL provide funding that contributes to the customer more than the total cost of the approved project when also considering funding received from other sources. All customers will be required to report funding received from other sources in addition to SCL programs, and SCL will take this information into consideration when determining appropriate incentive funding amounts.
5. Make-ready infrastructure projects must be completed within the Enrollment Period to qualify for incentives.
6. The Fleet Electrification Program Manual (“Manual”) describes the eligibility requirements for EVSE that may be deployed through the Make-Ready Pathway. Customer must read and comply with the eligibility requirements incorporated herein by reference.
7. To be eligible for incentives through the Make-Ready Pathway, the participant must:
  - a. Be an SCL commercial (non-residential) electric account holder or customer.
  - b. Have a vehicle fleet that contains at least one vehicle.

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<sup>1</sup> “Charger” is the common name used to refer to Electric Vehicle Supply Equipment (EVSE); an EVSE is a piece of equipment that supplies electricity to an EV which is used to recharge the EV’s batteries.

<sup>2</sup> Eligible make-ready infrastructure costs include the costs associated with the design, engineering, installation, construction, and materials used to develop make-ready infrastructure which is necessary to enable the installation and operation of EVSE. Make-ready infrastructure refers to behind-the-meter and to-the-meter infrastructure, and it does not include the EVSE itself. Behind-the-meter infrastructure refers to electrical equipment and infrastructure which is on the SCL utility customer’s side of the electric meter, most often located on customer-owned property. An example of such infrastructure is the electric panel. To-the-meter infrastructure refers to electrical equipment and infrastructure which is on SCL’s side of the electric meter, most often located off of customer-owned property but not exclusively. Examples of such infrastructure include transformers and SCL’s distribution network.

- c. Locate the charging infrastructure in an eligible Environmental Justice (“EJ”) community as defined by SCL.<sup>3</sup> A Customer which does not locate charging infrastructure within an eligible EJ community, but does operate primarily within an eligible EJ community, or is a small business, a minority-owned business, a public or non-profit entity, or a Tribal entity will be considered for the Make-Ready Pathway on a case-by-case basis.
  - d. Provide a receipt of purchase from within six months of application for at least one electric vehicle which will be charged using the equipment and infrastructure installed through this program, or provide a written intent to purchase at least one electric vehicle, such as a purchase order.
  - e. EVSE must be installed on private property.
  - f. Submit a completed Make-Ready Pathway Application and any supplemental documentation that may be requested to verify eligibility.
  - g. Purchase and install charging equipment that meet the program’s eligibility requirements at the Customer’s Account Service Address listed on the application.
  - h. Abide by the program rules, eligibility requirements, and incentive levels in effect at the date of equipment installation.
  - i. Agree to provide SCL with any easements or other access rights SCL determines necessary to design, construct, install, and commission make-ready infrastructure if requested.
8. The Customer will be responsible for the selection and management of construction and installation contractors that will construct and install make-ready infrastructure. Customer will own, operate, and maintain EVSE. Customer is solely responsible for the selection of EVSE to be installed or implemented and for the selection of a third-party service provider (“Customer Contractor”) to complete the installation and implementation of any EVSE. SCL and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed EVSE, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any EVSE or EVSE-related services the customer procures exclusively rests with the contractor or retailer selected by the customer. SCL and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer with regard to the EVSE implemented under the Make-Ready Pathway.
9. If the project requires new or upgraded service from SCL, the Customer must provide SCL with all easements necessary to design, construct, install, commission, monitor, maintain, or repair service equipment and infrastructure installed or implemented as part of this program.
10. Customer hereby authorizes and acknowledges that SCL may disclose Customer’s information relating to a Customer Application (including the entirety of its contents), and any other information related to the Customer’s participation in the Make-Ready Pathway to ICF, as applicable, and any other third party utilized by SCL for the purposes of processing the Customer’s Application, to verify or audit program records or system installation, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action. In those cases, SCL, ICF, and authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.
11. SCL reserves the right to inspect installed make-ready infrastructure, as well as installed EVSE, to verify compliance with the Terms and Conditions herein. If SCL chooses to inspect make-ready infrastructure or

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<sup>3</sup> SCL refers to the Washington State Environmental Health Disparities Map, which is made available by the Washington State Department of Health, to determine which communities are considered eligible EJ communities. EJ communities are those that have a score of 9 or higher on the Environmental Health Disparities map. SCL reserves the right to make a determination of whether or not a given community is an eligible EJ community at its own discretion.

EVSE, SCL will contact the Customer to schedule the inspection. By signing and submitting the Make-Ready Pathway Application, the Customer agrees to provide SCL and its subcontractors with reasonable access to the project site during normal business hours. Customer consents to allow SCL or ICF access for usage data via the charging network.

12. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SCL. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Make-Ready Pathway and all other Fleet Electrification Program incentives. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
13. Notwithstanding anything in these Terms and Conditions to the contrary, in no event will SCL, ICF, or their agents, consultants, or subcontractors be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance, or punitive, including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Customer waives any claims it might have against SCL or ICF.
14. SCL, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, Polychlorinated biphenyls ("PCBs"), or other toxic substances.
15. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this promotion, and supersede all prior representations or understandings, whether written or oral. SCL shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein. SCL reserves the right to change or cancel this promotion or its terms and conditions at any time.

**Signature and Certification**

I certify that the information provided within this Make-Ready Infrastructure Incentive Pathway Application is correct, accurate, and complete to the best of my knowledge. I agree to the terms and conditions stated in this application.

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<b>Signature</b>	<b>Name (Printed)</b>	<b>Date</b>
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**Service Address of Equipment:**

**Please return signed copy to [eFleets@seattle.gov](mailto:eFleets@seattle.gov) or to your program contact.**